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**STATE OF HAWAII
STATE PROCUREMENT OFFICE**

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August 11, 2015

TO: Executive Departments/Agencies
Excluding the following:
Department of Education (and its Charter Schools)
Hawaii Health Systems Corporation (and its Regional System Boards and Hospitals)
Office of Hawaiian Affairs
University of Hawaii

FROM: Sarah Allen, Administrator

A handwritten signature in black ink, appearing to be "Sarah Allen", written over the printed name.

SUBJECT: **New DOE Price List Contract**
DOE Price List Contract No. E15-16 (Oahu)
DOE Price List Contract No. E15-17 (Hawaii)
DOE Price List Contract No. E15-18 (Maui)
DOE Price List Contract No. E15-19 (Molokai)
DOE Price List Contract No. E15-20 (Kauai)
DOE Price List Contract No. E15-23 (Lanai)
DISPOSABLE FOOD SERVICE PRODUCTS
IFB D15-060
Expires: June 30, 2016

The price list contracts for Disposable Food Service Products for each island are attached.

Participating jurisdictions may purchase from this Department of Education (DOE) price list contract under the terms of the cooperative agreement between the State Procurement Office (SPO) and the DOE. Executive Departments/Agencies are not required, but may purchase from these DOE Price Lists, and requests for exception from the list are not required.

Executive Department/Agencies are allowed to purchase from other contractors, however, HRS chapter 103D and the procurement rules apply to purchases by using the applicable method of procurement and its procedures, such as small purchases or competitive sealed bids. The decision to use this contract or to solicit pricing from other sources is at the discretion of the purchasing agency.

Ordering:

Do not use the DOE Vendor Codes provided on the price list contract. Executive Departments/Agencies are responsible to obtain the correct vendor codes for annotation on purchase orders. Vendor codes are obtainable from the "Alphabetical Vendor Edit Table Report" available at your department's fiscal office. Departments/Agencies are cautioned that the remittance address on an invoice may be different from the address of the vendor code

annotated on the purchase order. Therefore, when processing an invoice for payment, be sure that the correct vendor code is used. All references made to the School Food Safety Manager (SFSM) shall refer to the individual(s) placing the order.

Vendor and Product Evaluation:

Form SPO-012, *Evaluation: Vendor or Product*, for the purpose of addressing concerns on this vendor list contract, is available to agencies at the SPO website: <http://spo.hawaii.gov>. Click on *Forms* on the home page. Submit all evaluation forms to bonnie.a.kahakui@hawaii.gov. Include the DOE Price List Contract Number in the Description field of Form SPO-012. All references made to "School Food Service Branch" in the Vendor Product Evaluation clause shall refer to the State Agency.

Compliance Pursuant to HRS §103D-310(c):

Prior to awarding this contract, the DOE verified compliance of the Contractor(s) named in the DOE Price List Contracts No. E15-16, E15-17, E15-18, E15-19, E15-20 and E15-23, but the SPO shall not monitor compliance throughout the term of performance. Therefore, purchasing agencies are required to verify compliance prior to issuing a contract, purchase order or pCard payment when utilizing this contract.

The new DOE price list contracts are available on the SPO website: <http://spo.hawaii.gov>. Click on *Price & Vendor List Contracts* on the home page.

If you have any questions, please contact Bonnie Kahakui at (808) 587-4702 or email bonnie.a.kahakui@hawaii.gov.

DEPARTMENT OF EDUCATION
PROCUREMENT & CONTRACTS BRANCH

HIDOE Price List No. E15-19 (Molokai)
Replaces E14-14

DISPOSABLE FOOD SERVICE PRODUCTS FOR CAFETERIAS

July 1, 2015 to June 30, 2016
(IFB D15-060)

Orders shall be placed with the following companies:

Vendor	HIDOE Vendor Code	Telephone	Fax
Office Depot, Inc. and its subsidiary OfficeMax North America, Inc. 80 South Hana Hwy. Kahului, HI 96732 <i>Contact: Wayne Tamaki</i> Wayne.Tamaki@officedepot.com	141396*	808-873-3461	808-873-3463

*Vendor payment will remain the same as they will operate under OfficeMax as a subsidiary of Office Depot, Inc.

BID PRICES

Unit prices shall be based on delivery to destination and shall include any and all other costs incurred **except for the Hawaii General Excise Tax**. The Hawaii GET shall be added to the invoice as a separate line item and shall not exceed 4.166%.

STATE'S COMMITMENT

All cafeterias on the Island of Molokai under the HIDOE's School Food Services Program are mandated to purchase products from this price list.

Food service agencies under the Executive and Judiciary jurisdictions may purchase products from this price list at their option. Other agencies from participating jurisdictions may purchase from this price list but these purchases will be minimal and infrequent.

ORDERING PROCEDURES

- Orders must be placed ten (10) business days prior to requested delivery date.
- Orders shall be faxed to the above-listed vendors using order forms.
- "HIDOE Price List No. E15-19" should be noted on orders and invoices issued against this price list.
- When revising orders, SFSM must remember to state "Revised" and date of revision on new order. Failure to do so may result in a duplicate order.
- SFSM should retain this price list for future reference to specific terms and conditions related to items purchased.

DELIVERY AND ACCEPTANCE

Deliveries of all orders shall be completed within ten (10) business days after receipt of order.

For orders received prior to ten (10) business days of requested delivery dates, Contractor shall deliver on the requested delivery date. Deliveries shall be made to the individual cafeterias at locations designated on the orders. The minimum order for delivery shall be FIFTY DOLLARS (\$50.00). The HIDEO reserves the right to include products from other price lists as well as non-bid items to meet this minimum order requirement. Orders totaling less than FIFTY DOLLARS (\$50.00) shall be made available on a "will call" basis within 24 hours after receipt of order. Delivery of orders totaling less than \$50.00 may be made at the Contractor's option and according to his delivery schedule. Contractor is required to deliver all items outstanding at the end of the award period if order was received during the award period.

Deliveries to HIDEO school cafeterias shall be made between 6:00 a.m. and 2:00 p.m. Deliveries shall be scheduled for at least two (2) non-consecutive business days per week per district or geographical area. (Note: Friday and Monday are considered "consecutive business days" since no business is transacted on Saturday and Sunday.) Upon the HIDEO's request, Contractor shall stack delivered cases in a previously-cleared storage area.

Cafeteria personnel should check accuracy of delivery (quantity and quality) prior to acceptance of delivery.

PRODUCT QUALITY

Products furnished under this agreement shall be new and of the best quality of its respective kind. Product shall be free from defects that may render it unfit to use. Damaged or rejected products must be immediately removed from the site and immediately replaced with products of the quality required by the specifications. The HIDEO also reserves the right to reject any product with a short expiration period. Products shall meet all applicable federal and state regulations.

Failure to replace or to remove any rejected product shall not relieve the Contractor from the responsibility imposed upon it by the award. No payment, whether partial or final, shall be construed to be an acceptance of unacceptable products.

The HIDEO may, at any time and by written order, stop the delivery of products not conforming to these specifications. Such stop order shall not relieve the Contractor of its obligation to complete its work within the award time limits, nor shall it in any way terminate, cancel, or abrogate the award or any part thereof.

INVOICING

Upon delivery of products, Contractor shall forward original and one (1) copy of the invoice directly to the HIDEO cafeteria or participating State agency as listed on the order. Invoices shall include product descriptions exactly as stated on the HIDEO price list. Invoices shall also include the general excise tax.

FAILURE TO DELIVER

Contractor shall be obliged to deliver products under this award in accordance with the terms and conditions stated herein. If a Contractor is unable to deliver because product is temporarily out of stock, it shall be the Contractor's responsibility to notify the ordering cafeteria or participating State agency of the shortages on the awarded items at least three (3) days before the requested delivery date. Contractor shall then obtain prior approval from the ordering cafeteria (or State agency) to deliver an acceptable substitute, at the same bid price and under the same terms and conditions of this award. It shall be the Contractor's responsibility to obtain such substitute. In the event a Contractor consistently needs to substitute or refuses to substitute products, the HIDEO reserves the right to terminate the award and/or initiate the debarment process pursuant to Chapter 3-126, Legal and Contractual Remedies, HAR.

VENDOR AND PRODUCT EVALUATION

The School Food Services Branch will distribute SFSB Form 12, Evaluation of Goods and Services, to the School Food Service Manager with the issuance of the resulting price list.

Product Evaluation. Upon receipt of complaint, Contractor shall be notified of product quality. Contractor shall follow up with the manufacturer and respond to the HIDOE, School Food Services Branch as to what remedies have or will be taken to correct the problem. If product quality is not corrected and the complaint(s) persist, steps will be taken to delete product from the price list.

Vendor Evaluation. In the event of complaints regarding Contractor's services (i.e. delivery delays, multiple out of stock, failure to notify manager of non-delivery, etc.) the HIDOE, School Food Services Branch will notify the Contractor. Within one (1) week of notification, the Contractor shall take corrective measures to resolve the complaint, and inform the HIDOE, School Food Services Branch of action taken. Should the Contractor consistently receive complaints for poor service or refuses to resolve the complaints, the HIDOE reserves the right to terminate the contract and/or initiate the debarment process pursuant to Chapter 3-125, HAR, Legal and Contractual Remedies. In the event the HIDOE must terminate the contract, the HIDOE shall provide the Contractor a 30-days written notice of termination.

EXCEPTION FROM PRICE LIST

If the price list product is not suited to a cafeteria's purpose, exception to purchase outside of this price list may be granted through the Procurement Office. To obtain approval, cafeterias must justify the exception on the HIDOE Form 5, "Request Exception From Purchasing From Price List" and fax to the HIDOE's Procurement Office. The approval must be obtained prior to purchase. The original Form 5 must be attached to payment documents.

INQUIRIES

Questions relating to this price list may be directed to the following persons:

<u>Department/Agency</u>	<u>Point of Contact</u>	<u>Phone</u>	<u>Fax</u>	<u>Email</u>
HIDOE, Procurement and Contracts Branch	Wendy Ebisui	675-0130	675-0133	wendy_ebisui@notes.k12.hi.us
State Procurement Office (SPO)	Shawn Richey	587-0577	586-0570	shawn.l.richey@hawaii.gov
Judiciary	Jonathan Wong	538-5805	538-5802	jonathan.h.wong@courts.hawaii.gov



Department of Education
Procurement Administrator

Disposable Food Service Products
Effective: July 1, 2015 to June 30, 2016
MOLOKAI

Item No.	Description	Packaging	Manufacturer/Brand Name & Product Number	Unit Price	Vendor
BAGS, FOOD STORAGE					
1.	1 gallon, freezer	100/pack	ELKAY F41012DT	\$ 9.90 pk	OFFICE DEPOT
2.	2 gallon, freezer	100/pack	ELKAY F41215DT	\$ 14.20 pk	OFFICE DEPOT
3.	Sandwich Size	1000/pack	ELKAY H07RC	\$ 16.20 pk	OFFICE DEPOT
CONTAINERS, FOOD FOAM OR PAPER					
4.	8 oz. capacity	1000/case	CONVERMEX 8FC20	\$ 55.89 cs	OFFICE DEPOT
5.	10 oz. capacity				
6.	12 oz. capacity	500/case	CONVERMEX 12FC20	\$ 41.55 cs	OFFICE DEPOT
7.	16 oz. capacity				
8.	Lids for 8 oz. bowls				
9.	Lids for 16 oz bowls	500/case	CONVERMEX LV32	\$ 24.69 cs	OFFICE DEPOT
CONTAINERS, BLACK POLYPROPYLENE BOWL					
10.	16 oz. capacity				
11.	Lid for 16 oz				
CONTAINERS, 3-COMPARTMENTS, PLASTIC					
12.	3-comp. clear plastic				
CONTAINERS, 3-COMPARTMENTS, POLYSTYRENE					
13.	3-comp. polystyrene				
CONTAINERS & LIDS, 1-COMPARTMENT					
14.	1-comp. Black Polypropylene				
15.	Lid for 16 oz. 1-comp. container				
COVERS FOR BUN PAN					
16.	Bag	200/case	ELKAY BOR2737HD	\$ 19.90 cs	OFFICE DEPOT
17.	Rack cover	50/case	ELKAY BOR5280	\$ 18.20 cs	OFFICE DEPOT
CUPS, DRINKING, PLASTIC					
18.	9 oz	2500/case	FABRIKAL 9508024	\$ 78.95 cs	OFFICE DEPOT
19.	12 oz				

Item No.	Description	Packaging	Manufacturer/Brand Name & Product Number	Unit Price	Vendor
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20. Lids for 9 oz. cup

21. Lids for 12 oz cup

CUPS, PORTION, PLASTIC & CLEAR LIDS

22. 2 oz. cup 2500/case FABRIKAL 9505195 \$ 34.00 cs OFFICE DEPOT

23. Lids for 2 oz. cup 2500/case FABRIKAL 9505083 \$ 33.00 cs OFFICE DEPOT

24. 3-1/4 oz. cup

25. Lids for 3-1/4 oz. cup

26. 5-1/2 oz. cup 2500/case FABRIKAL 9500518 \$ 64.50 cs OFFICE DEPOT

27. Lids for 5-1/2 oz. cup 2500/case FABRIKAL 9505084 \$ 45.20 cs OFFICE DEPOT

CUPS, SOUFFLE, PAPER

28. 5-1/2 oz. cup

CUTLERY, PLASTIC

29. Forks. 1000/case DAXWELL A10000825 \$ 16.80 cs OFFICE DEPOT

30. Spoons. 1000/case DAXWELL A10000840 \$ 16.80 cs OFFICE DEPOT

31. Knives.

FILM, PVC

32. 12" x 2000' *

33. 18" x 2000' *

34. 24" x 2000' *

FOIL, ALUMINUM

35. Standard, 12" x 1000' *

36. Standard, 18" x 1000' 1000'/roll DAXWELL J10003335 \$ 27.75 rl OFFICE DEPOT

37. Heavy duty, 18" x 1000' 1000'/roll DAXWELL J10002375 \$ 42.00 rl OFFICE DEPOT

38. Heavy duty, 24" x 1000' 1000'/roll DAXWELL J10003532 \$ 59.50 rl OFFICE DEPOT

39. Standard sheets, 10-3/4" x 12" 6 boxes of 500 DAXWELL J10003028 \$ 61.50 cs OFFICE DEPOT

PAN LINER, BAKERY PAPER

40. Quilon, regular treated, greaseproof 1000/case PATERSON 24051610000 \$ 35.15 cs OFFICE DEPOT

PAN LINER, HIGH HEAT

41. Nylon liner

Item No.	Description	Packaging	Manufacturer/Brand Name & Product Number	Unit Price	Vendor
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NAPKINS, PAPER, TALL FOLD

42.	Tall fold	10,000/case	PAPER SOURCE MRFG SOFT TOUCH ST713	\$ 51.00 cs	OFFICE DEPOT
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NAPKINS, PAPER, INTERFOLDED

43. Interfolded.

TRAYS, FOOD, PAPER

44. 1 lb. capacity

45. 2 lb. capacity

46. 3 lb. capacity

TRAYS, 5-COMPARTMENTS, PAPER

47. 8-1/2" x 12 1/2" x 5/8" inside
rib height

48. 8 1/2" X 10 1/2" X 5/8" inside
rib height

TRAYS, 5-COMPARTMENTS, FOAM

49. 8-1/2" x 10-5/8" x 5/8" inside
rib height

FOOD HANDLERS SAFETY GARMENT, CAPS

50.	Caps, White, Bouffant	1000/case	POLY KING 20211	\$ 32.15 cs	OFFICE DEPOT
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FOOD HANDLERS SAFETY GARMENT, BEARD PROTECTORS

51. Beard Protector

FOOD HANDLERS SAFETY GARMENT, APRONS

52. Poly Apron

GLOVES, POLYETHYLENE

53. Small

54.	Medium	100/box	POLY KING 15271	\$ 1.90 bx	OFFICE DEPOT
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55.	Large	100/box	POLY KING 15261	\$ 1.90 bx	OFFICE DEPOT
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GLOVES, VINYL

56. Small

57. Medium

58. Large

59. Extra Large

LABELS, FOOD ROTATION

60.	Blank	250/roll	NATIONAL CHECKING DSL23R	\$ 16.85 rl	OFFICE DEPOT
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